

ORIGINAL

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California

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JAN 13 2011

John A. Clarke, Executive Officer/Clerk  
By Gloryetta Robinson, Deputy  
GLORIETTA ROBINSON

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES

13 **PEOPLE OF THE STATE OF**  
14 **CALIFORNIA,**

15 Plaintiff,

16 v.

17 **UNITED FIRST, INC., a Nevada**  
18 **corporation; MW ROTH, PLC, a California**  
19 **corporation; PAUL NOE, an individual;**  
20 **MITCHELL ROTH, an individual; and**  
21 **DOES 1-100,**

Defendants.

Case No. BC 417194

**NOTICE OF ENTRY OF FINAL**  
**JUDGMENT AS TO DEFENDANTS**  
**UNITED FIRST, INC. AND PAUL NOE**

Dept: 23  
Judge: Hon. Zaven Sinanian

22 Notice is given that the Court entered the attached Judgment as to Defendants United First,  
23 Inc. and Paul Noe.

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1 Dated: January 12, 2011

Respectfully Submitted,

2 KAMALA D. HARRIS  
3 Attorney General of California  
4 DANIEL A. OLIVAS  
5 Supervising Deputy Attorney General  
6 BENJAMIN DIEHL  
7 Deputy Attorney General

8   
9 KRISTINA KETCHEL  
10 Deputy Attorney General  
11 *Attorneys for Plaintiff People of the State of*  
12 *California*

ORIGINAL

JUD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Edmund G. Brown Jr., Attorney General of the State of California Kristina Ketchel, Deputy Attorney General (SBN 247829) 300 South Spring Street, Suite 1702 Los Angeles, California 90013 TELEPHONE NO: (213) 897-8764 FAX NO (Optional): (213) 897-4951 E-MAIL ADDRESS (Optional): Kristina.Ketchel@doj.ca.gov ATTORNEY FOR (Name): People of the State of California		FOR COURT USE ONLY <b>FILED</b> LOS ANGELES SUPERIOR COURT JAN 03 2011 BY <i>[Signature]</i> CLERK DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District		
PLAINTIFF: People of the State of California DEFENDANT: United First, Inc. et al.		
<b>JUDGMENT</b> <input type="checkbox"/> By Clerk <input checked="" type="checkbox"/> By Default <input type="checkbox"/> After Court Trial <input checked="" type="checkbox"/> By Court <input type="checkbox"/> On Stipulation <input type="checkbox"/> Defendant Did Not Appear at Trial		CASE NUMBER: BC417194

**JUDGMENT**

1. ☒ **BY DEFAULT**
- a. Defendant was properly served with a copy of the summons and complaint.
  - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
  - c. Defendant's default was entered by the clerk upon plaintiff's application.
  - d. ☐ **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
  - e. ☒ **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
    - (1) ☐ plaintiff's testimony and other evidence.
    - (2) ☒ plaintiff's written declaration (Code Civ. Proc., § 585(d)).
2. ☐ **ON STIPULATION**
- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
  - b. ☐ the signed written stipulation was filed in the case.
  - c. ☐ the stipulation was stated in open court ☐ the stipulation was stated on the record.
3. ☐ **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
- a. The case was tried on (date and time):  
before (name of judicial officer):
  - b. Appearances by:
    - ☐ Plaintiff (name each):
      - (1)
      - (2)
    - ☐ Continued on Attachment 3b.
    - ☐ Defendant (name each):
      - (1)
      - (2)
    - ☐ Continued on Attachment 3b.
  - ☐ Plaintiff's attorney (name each):
    - (1)
    - (2)
  - ☐ Defendant's attorney (name each):
    - (1)
    - (2)
- c. ☐ Defendant did not appear at trial. Defendant was properly served with notice of trial.
- d. ☐ A statement of decision (Code Civ. Proc., § 632) ☐ was not ☐ was requested.

Page 1 of 2

PLAINTIFF: People of the State of California	CASE NUMBER: BC417194
DEFENDANT: United First, Inc. et al.	

JUDGMENT IS ENTERED AS FOLLOWS BY: ☒ THE COURT ☐ THE CLERK

4. ☐ **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a. ☒ for plaintiff (name each):

People of the State of California

and against defendant (names):

United First, Inc., a Nevada corporation; and Paul

Noe, an individual

☐ Continued on Attachment 5a.

c. ☐ for cross-complainant (name each):

and against cross-defendant (name each):

☐ Continued on Attachment 5c.

b. ☐ for defendant (name each):

d. ☐ for cross-defendant (name each):

6. **Amount.**

a. ☒ Defendant named in item 5a above must pay plaintiff on the complaint:

(1) <input type="checkbox"/> Damages	\$
(2) <input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/> Attorney fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input checked="" type="checkbox"/> Other (specify): Restitution	\$ 2,000,000
Civil Penalties	250,000
(6) <b>TOTAL</b>	<b>\$ 2,250,000</b>

c. ☐ Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1) <input type="checkbox"/> Damages	\$
(2) <input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/> Attorney fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input type="checkbox"/> Other (specify):	\$
(6) <b>TOTAL</b>	<b>\$</b>

b. ☐ Plaintiff to receive nothing from defendant named in item 5b.

☐ Defendant named in item 5b to recover costs \$  
☐ and attorney fees \$

d. ☐ Cross-complainant to receive nothing from cross-defendant named in item 5d.

☐ Cross-defendant named in item 5d to recover costs \$  
☐ and attorney fees \$

7. ☒ Other (specify):

Continued on Attachment 7.

Date: JAN 03 2014

☐



JUDICIAL OFFICER

ZAVEN V. SINANIAN

Date:

☐

Clerk, by

, Deputy

(SEAL)

**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by

, Deputy

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES  
10  
11

12 **PEOPLE OF THE STATE OF**  
13 **CALIFORNIA,**

14 Plaintiff,

15 v.

16 **UNITED FIRST, INC., a Nevada**  
17 **corporation; MW ROTH, PLC; a California**  
18 **corporation; PAUL NOE, an individual;**  
19 **MITCHELL ROTH, an individual; and**  
20 **DOES 1-100,**

21 Defendants.  
22

Case No. BC 417194

**ATTACHMENT 7 TO JUDGMENT**  
**(FORM JUD-100)**

**INJUNCTIVE PROVISIONS**

23 1. Defendants and their successors, agents, representatives, employees, assigns, and  
24 those acting by, through, under or on behalf of any of them, and those acting in concert with them  
25 or participating with them, are enjoined from committing or performing the following acts:

- 26 a. Making any untrue or misleading statements in violation of Section 17500;  
27 b. Committing any acts of unfair competition in violation of Section 17200;  
28

1 c. Advertising, marketing, promoting, offering for sale, or selling any services  
2 (whether legal or otherwise) related to mortgage loan modification or foreclosure relief services<sup>1</sup>  
3 or credit repair;<sup>2</sup>

4 d. Assisting others engaged in advertising, marketing, promoting, offering for  
5 sale, or selling any services (whether legal or otherwise) related to mortgage loan modification or  
6 foreclosure relief services or credit repair;

7 e. Making any improper claims on homeowners' insurance policies issued to  
8 former clients of any defendant in this matter;

9 f. Making making any untrue or misleading statement, whether written or  
10 oral, about: (i) the ability to improve or otherwise affect a consumer's credit record, credit  
11 history, credit rating, or ability to obtain credit, (ii) the ability to postpone or prevent foreclosure,  
12 modify a mortgage loan, or provide any mortgage loan modification or foreclosure relief services,  
13 (iii) the terms of any mortgage loan modification, including any of the following specified terms:  
14 annual percentage rates, interest rates, reduction in principal balance, monthly payments, loan

15 <sup>1</sup> For purposes of this Judgment, the term "mortgage loan modification or foreclosure relief  
16 services" means any good, service, plan, or program that is represented, expressly or by  
17 implication, to assist a consumer in any manner to (a) stop, prevent, or postpone any residential  
18 mortgage or deed of trust foreclosures sale; (b) obtain or arrange a modification of any term of a  
19 residential loan, deed of trust, or mortgage; (c) obtain any forbearance from any mortgage loan  
20 holder or servicer on any residential loan, deed of trust, or mortgage; (d) exercise any right of  
21 reinstatement of any residential mortgage loan; (e) obtain, arrange, or attempt to obtain or arrange  
22 any extension of the period within which the owner of residential property sold at foreclosure  
23 may cure his or her default or reinstate his or her obligation; (f) obtain any waiver of an  
24 acceleration clause contained in any promissory note or contract secured by a deed of trust; (g)  
25 obtain a loan or advance of funds that is connected to the consumer's home ownership; (h) avoid  
26 or ameliorate the impairment of the consumer's credit record, credit history, or credit rating that is  
27 connected to the consumer's home ownership; (i) assist the consumer in obtaining proceeds from  
28 the foreclosure sale of the consumer's residence; (j) obtain or arrange a pre-foreclosure sale, short  
sale, or deed-in-lieu of foreclosure of a consumer's residence; (k) obtain or arrange a refinancing,  
recapitalization, or reinstatement of a residential loan, deed of trust, or mortgage; (l) audit or  
examine a consumer's mortgage or home loan application; or (m) obtain, arrange, or attempt to  
obtain or arrange any extension of the period within which the renter of residential property sold  
at foreclosure may continue to occupy the property. This includes any form of assistance,  
including, but not limited to, debt, credit, budget, or financial counseling; receiving money for the  
purpose of distributing it to creditors; performing a review or any type of audit of mortgage loan  
documents; contacting creditors or servicers on behalf of a consumer; giving advance of any kind  
with respect to filing for bankruptcy; and any services delineated in California Civil Code section  
2945.1, subdivision (a).

<sup>2</sup> For purposes of this Judgment, the term "credit repair" means any conduct specified in  
California Civil Code, section 1789.12, subdivision (a).

1 forbearance, or reinstatement, or (iv) the validity of any existing mortgage loan or deed of trust;  
2 and

3 g. Demanding payment on or enforcing or threatening to enforce any contract  
4 or agreement for the sale or providing of any services (whether legal or otherwise) related to  
5 mortgage loan modification or foreclosure relief services or credit repair, entered into by  
6 Defendants prior to the effective date of entry of the injunction.

7 2. Defendants shall also cooperate in removing any defendant to this matter as a  
8 beneficiary from any property insurance policies issued to any United First clients, including but  
9 not limited to signing any forms any insurance company may require in order to memorialize any  
10 such change.

11 **MONETARY RELIEF**

12 3. Defendants are jointly and severally liable for payment of the full amount of  
13 restitution. The Attorney General, in his discretion, may determine the eligibility of any  
14 individual for restitution available under this Judgment; pay restitution directly to eligible  
15 individuals in accordance with any reasonable plan or method, including restitution to all eligible  
16 individuals, or to groups of eligible individuals reasonably selected by the Attorney General in his  
17 discretion, on a full, *pro rata*, or differential basis; and distribute any remaining restitution as  
18 additional civil penalties after payment of restitution as set forth in this paragraph. At the  
19 Attorney General's option, restitution may be administered by a third party administrator, who  
20 shall administer restitution according to this Judgment. Payment for services rendered by the  
21 restitution administrator shall be paid entirely and solely from funds allocated as restitution.

22 4. Defendants are jointly and severally liable for payment of the full amount of civil  
23 penalties.

24 5. Payments mandated by this Judgment shall be made by certified checks payable to  
25 the California Attorney General's Office and delivered to the following address: Department of  
26 Justice, Office of the Attorney General, 300 South Spring Street, Suite 1702, Los Angeles, CA  
27 90013. Attn: Deputy Attorney General Kristina Ketchel.  
28

1           6. Defendants are not entitled to indemnification or any other insurance coverage for  
2 this action, as provided in Insurance Code section 533.5.

3                                   **RETENTION OF JURISDICTION**

4           7. This Court shall retain jurisdiction over this matter for the purpose of enabling any  
5 party to this Judgment to apply to the Court at any time for such further orders or directions as  
6 may be necessary or appropriate for the construction or carrying out of this Judgment, for  
7 modification of the injunctive provisions of this Judgment, and for Plaintiff to apply at any time  
8 for enforcement of any provisions of this Judgment and for punishment of any violations of this  
9 Judgment.



**DECLARATION OF SERVICE BY U.S. MAIL**

Case Name: **PEOPLE v. UNITED FIRST, INC.**

Case No.: **Los Angeles Superior Court, BC417194**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013.

On January 13, 2011, I served the attached,

**NOTICE OF ENTRY OF FINAL JUDGMENT AS TO DEFENDANTS UNITED FIRST, INC. AND PAUL NOE**

by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

Fredric J. Greenblatt  
Greenblatt & Associates  
22151 Ventura Boulevard, Suite 200  
Woodland Hills, CA 91364-1600

United First, Inc.  
Paul Noe  
539 N. Highland Avenue  
Los Angeles, CA 90036

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on January 13, 2011, at Los Angeles, California.

Gwen Blanchard  
\_\_\_\_\_  
Declarant

  
\_\_\_\_\_  
Signature